

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

BMO BANK N.A.,)	
)	
Plaintiff,)	
)	
v.)	Case No.:
)	
JKS ENTERPRISES LLC and ANTHONY)	
KELLEY,)	
)	
Defendants.)	

COMPLAINT FOR BREACH OF CONTRACT

Plaintiff BMO Bank N.A., formerly known as BMO Harris Bank N.A., by and through its undersigned counsel, hereby submits this Complaint against JKS Enterprises LLC and Anthony Kelley, and in support thereof, avers as follows:

PARTIES

1. Plaintiff BMO Bank N.A. (hereinafter “BMO”) is a national bank association and has a principal place of business in Chicago with an office at 320 S. Canal, Chicago, IL 60606.

2. JKS Enterprises LLC (“JKS”) is a limited liability company existing pursuant to the rules and laws of the State of Michigan, with a principal place of business located at 30721 Seven Mile Road, Livonia, MI 48152, and as such, is within the Eastern District of Michigan. JKS is owned one hundred percent by Anthony Kelley as the sole member. As such, its citizenship is that of Anthony Kelley, set forth below.

3. Anthony Kelley (“Anthony”) is an individual, whose address is located at 30721 Seven Mile Road, Livonia, MI 48152. Anthony is domiciled, a resident, and a citizen of the Eastern District of Michigan for diversity purposes.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, as there is diversity in citizenship and there is an amount in controversy that exceeds \$75,000.

5. This judicial district is proper venue for this proceeding pursuant to 28 U.S.C. §1391(b)(2), as the Defendant resides, lives or does business in the Eastern District of Michigan and as a substantial part of the events giving rise to the cause of action, including signing of the contracts at issue, occurred in the Eastern District of Michigan.

BACKGROUND

Loan and Security Agreement

6. On or about June 24, 2021, JKS entered into a Loan and Security Agreement (hereinafter the “Agreement”) with BMO in the total amount of \$171,306.00 attached hereto as **Exhibit A**, for the use of the following:

Year	Manufacturer	Model	Description	Serial Number
2022	INTERNATIONAL	LT SERIES	LT SERIES: LT625 6X4	3HSDZAPR8NN424940

7. Pursuant to the Agreement, JKS agreed to make monthly payments of \$2,855.10 for the purchase of the above Equipment (hereinafter the “Equipment”) beginning on or about August 1, 2021 for a term of 60 months.

8. On or about May 15, 2023, JKS and BMO entered into a Modification Agreement, altering the payment schedule of the Agreement. A true and correct copy of the Modification Agreement is attached hereto as **Exhibit B**.

9. Pursuant to paragraph 5.1 of the Agreement, entitled “Events of Default,” JKS will be in default under the loan if “Debtor” fails to pay when due any amount owed by it to BMO under this Agreement.

10. Pursuant to paragraph 5.2 of the Agreement, entitled “Remedies,” upon default JKS, BMO may “declare the indebtedness hereunder to be immediately due and payable.”

11. On or about January 1, 2024, JKS defaulted under the terms of the Agreement by failing to make the minimum monthly payment.

Continuing Guaranty

12. Anthony executed a Continuing Guaranty (the “Guaranty”). A true and correct copy of the Guaranty is attached as **Exhibit C**.

13. Pursuant to the Guaranty, Anthony agreed to the prompt payment and performance of all obligations, liabilities and undertakings of JKS to BMO.

14. Anthony, as personal guarantor of the debts of JKS, has failed to cure the default of JKS.

COUNT I: BREACH OF CONTRACT
(LOAN AND SECURITY AGREEMENT)

15. BMO incorporates by reference Paragraphs 1 through 14, as if set forth at length herein.

16. BMO and JKS entered into a valid contract (the Agreement) wherein JKS agreed to make monthly payments to BMO for use of the Equipment.

17. JKS defaulted on the terms of the Agreement and therefore is in default for failure to pay.

18. BMO sustained significant damages in the amount of \$97,582.68, due to JKS breach and default of the Agreement.

WHEREFORE, Plaintiff, BMO Bank N.A., demands the following relief against Defendant JKS Enterprises LLC, compensatory damages in the amount of \$97,582.68, as well as

interest, reasonable attorneys' fees and costs; and such other relief as the Court may deem equitable and just.

COUNT II: BREACH OF CONTRACT (CONTINUING GUARANTY)

19. Plaintiff incorporates by reference Paragraphs 1 through 18, as if set forth at length herein.

20. Anthony entered into a valid written contract with BMO (the Guaranty) to induce BMO to extend credit to JKS, personally guaranteeing JKS prompt payment of all amounts owed to BMO, including all of JKS's then-existing and future obligations, debts and liabilities to BMO.

21. Moreover, by executing the Guaranty, Anthony guaranteed the repayment of all amounts due under the Agreement and expressly agreed, and is obligated, to pay BMO's reasonable attorney fees and costs of any action upon JKS's default.

22. BMO demanded from Anthony that the full amount of JKS' debts, i.e., \$97,582.68, plus interest and fees, are to be paid.

23. Anthony, as personal guarantor of the debts of JKS, has defaulted on the contractual obligations by failing to pay said amount.

WHEREFORE, Plaintiff, BMO Bank N.A., demands judgment against Defendant Anthony Kelley, in the amount of \$97,582.68, as well as reasonable attorney fees and costs and such other relief as the court may deem equitable and just.

Date: September 16, 2024

WONG FLEMING, P.C.

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